

**JUNE 30, 2003**

~~JUNE 30, 2002~~

~~JUNE 30, 2001~~

**CONTRACT PERIOD THROUGH** ~~JUNE 30, 2000~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC CHANGEABLE MESSAGE SIGNS (CMS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **June 3, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**WP/cl**

Attach

Copy to: Clerk of the Board  
**Jim Baker, MCDOT**  
**Sharon Tohtsoni**, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR: **Electronic Changeable Message Signs (CMS)**

Quantity of material and delivery point: Design, Furnish and Install Four (4) or more **Electronic Changeable Message Signs (CMS) in the City of Mesa, Arizona**, to be delivered to the Maricopa County Department of Transportation (MCDOT), 2901 W. Durango St., Phoenix, AZ 85009, as covered by purchase order only.

**I. SPECIFICATIONS, MINIMUM:**

A. GENERAL:

Maricopa County, in its function as Procurement Agency for the AZTech Public/Private Partnership, is soliciting bids from qualified Contractors/Vendors to Design, Furnish and Install four (4) Electronic Changeable Message Signs (CMS) in the City of Mesa and potentially up to eight additional signs in other Cities throughout Maricopa County.

The proposed services consist of providing four (4) Electronic Full Matrix Display, Changeable Message Signs to be installed in the City of Mesa for use on the AZTech SMART corridor implementation. The Contractor is required to design, furnish and install the specified electronic sign assemblies, installation hardware, poles, foundations, and all electrical service connections required to complete the installations. Additionally, the Contractor will be required to provide a software package to operate the signs remotely either through a wireless technology or twisted pair telephone lines. The Contractor will be required to provide an electronic interface that is compatible with the AZTech command and control protocol currently under development by TRW (AZTech's system integration Contractor). Any questions regarding this interface should be directed to Mr. Bill Daly of TRW at 404-766-7699.

An operator workstation (an Intel based computer, running Windows NT) will be supplied by the County and its integration Contractor and is not part of this proposal. The Contractor/Vendor will be required to work directly with the County and its System Integration Contractor (TRW) to ensure compatibility and functionality of the sign and the sign control software.

B. INTENT:

The intent of this call for bids is to purchase Electronic Changeable Message Signs (CMS) system for delivery to the Maricopa County Department of Transportation (MCDOT).

C. CONTRACT LENGTH:

This call for bids is for awarding a purchasing contract to cover a two (2) year period, with an option to renew under the same terms and conditions, with a further provision that either party may cancel the purchasing portion of the contract on 30 days' written notice. This provision in no way affects transactions which are in progress and covered by purchase orders at the time of the cancellation of the purchasing provisions in this bid.

**II. TECHNICAL SPECIFICATIONS:**

1.0 GENERAL:

The purpose of this document is to functionally specify the hardware and the associated tasks necessary to implement the Electronic Changeable Message Sign component of the AZTech SMART Corridor work package. The Electronic Changeable Message Sign component is a series of sign systems consisting of field equipment, Traffic Operations Center equipment, and other necessary hardware and software required to assemble a fully functional, integrated traffic signing systems. These systems will be installed at specified locations in the City of Mesa and at the Mesa Traffic Operations Center. The purpose of this invitation is to solicit a Contractor/Vendor to design, furnish, install and make fully operational, four (4) Electronic Changeable Message Signs in the City of Mesa. Additional signs may be purchased for the City of Mesa or any of the other Cities or Towns named in the Terms and Definitions sections of this document

## II. TECHNICAL SPECIFICATIONS:

### 1.0 GENERAL: (continued)

In order to maintain the project construction schedule, the successful Contractor/Vendor must be willing to initiate the sign fabrication on a letter of intent from the County. This letter will be issued at least 30 days prior to an official purchase order in an effort to compress the delivery time for the sign systems.

The Contractor/Vendor will be required to work directly with the County and its Systems Integration Contractor (TRW) to ensure that a fully functional and compatible Electronic Changeable Message Sign system is delivered. All work shall be completed and operational eight (8) weeks after the award is issued.

#### PRIMARY TERMS AND DEFINITIONS

CITY/TOWN -- The Cities of Glendale, Mesa, Tempe, Scottsdale, Chandler, Phoenix, Peoria and the Towns of Paradise Valley and Gilbert.

CONTRACTOR/VENDOR -- The successful Contractor/Vendor, who will design, furnish and install the Changeable Message Sign components of the Smart Corridor work package.

ENGINEER -- The City or County Traffic Engineer or the agent assigned to represent the authority of the City or County Traffic Engineer.

Sealed Bid -- Sealed low bid

### 2.0 PROPOSAL REQUIREMENTS:

The Site Plans and functional specifications may be obtained by the prospective bidders. The hardware and software portions of the specifications are intended to allow potential Contractor/Vendors to use their existing proven systems to the extent possible. This Bid requires Contractor/Vendors to provide a detailed design proposal, which meets or exceeds the functional specifications contained herein. Such bids shall include a detailed breakdown of hardware and software components. Where the bidder's hardware architecture or software functionality differs from that outlined by the functional specification, the bidder must explain the particular advantages and disadvantages of the proposed scheme relative to the functional specification. Each bidder shall submit a full copy of this functional specification document with legible notations marking sections, paragraphs, and sentences, which cannot, may not, or will not be met by the bid. Supplemental descriptions may be attached for space and clarity reasons as long as reference markings to such attached descriptions are adequately coordinated. By leaving sections, paragraphs, and sentences free of notations, the bidder is acknowledging that his bid includes all of the implementation of the system as defined by the specification. Each bid shall be reviewed for acceptability and completeness.

### 3.0 GENERAL DESCRIPTION OF ELECTRONIC CHANGEABLE MESSAGE SIGN SYSTEM

#### 3.1 Primary Project Areas

The project is comprised of four primary project areas for which the Contractor/Vendor SHALL BE RESPONSIBLE:

- a) Design, Furnish and Install four (4) Changeable Message Signs as described in section 5.0.
- b) System Integration as described in section 7.0.
- c) Changeable Message Sign performance test as described in section 8.0.
- d) Changeable Message Sign documentation and training as described in section 9.0.

In light of the four primary project areas, the Contractor/Vendor shall design the Changeable Message Sign systems to be compatible with current and future designs of the State, County and City Traffic Management Systems to the extent possible.

## II. TECHNICAL SPECIFICATIONS:

### 4.0 GENERAL REQUIREMENTS:

The Contractor/Vendor shall furnish and install four (4) Changeable Message Signs (CMS) consisting of field equipment, and other ancillary and incidental equipment required to assemble a fully functional, integrated CMS system. This system shall be provided by a Contractor/Vendor with experience in the traffic related Changeable Message Sign industry. All furnished components shall provide a minimum mean time between failure (MTBF) of twenty (20,000) hours unless specified to be a higher minimum elsewhere. LED, flip disk and fiber optic components shall be rated at a minimum of (100,000) hours (MTBF) or a cycle equivalent. Compliance with ISO quality assurance standards is preferred. The CONTRACTOR/VENDOR shall design, furnish, and install (4) four Changeable Message Signs in the City of Mesa with communication links to the City of Mesa's Traffic Operations Center.

The County will furnish and install an Operator Workstation in the City's Traffic Operations Center. The Operator Workstation will be equipped with sign control software furnished by TRW.

The Contractor/Vendor is required to work directly with TRW to ensure that the sign control protocol is compatible with the software integration (The Contractor/Vendor is required to furnish sign control software as part of the bid, this software shall be made available to TRW for system integration at their request)

### 5.0 FIELD EQUIPMENT SPECIFICATIONS:

The Changeable Message Signs and ancillary equipment shall be installed at four (4) locations in the City of Mesa. These locations are described in Appendix A

#### 5.1 General Field Work and Material

The Contractor/Vendor shall furnish and install the CMS sign cabinets, poles, foundations, all electrical conduits, junction boxes, cables, wire, mounting hardware, connectors, and all necessary equipment needed to complete the installation of the CMS sites.

#### 5.2 Changeable Message Signs

The Contractor/Vendor shall furnish and install four (4) Changeable Message Signs. These Signs shall be Hybrid LED flip Disk technology or approved equal. The Signs shall have a full matrix display capable of displaying pre-programmed or customized messages programmed from a remote site. The signs shall be 3'10" H x 8' 10" L x 12" D external dimensions or approved equal. The signs shall be pole mounted and designed to be relocated with minimal effort.

#### 5.3 General

The changeable message signs shall utilize light emitting diodes (LED's) and split -flap 3M Scotchlite Diamond Grade retroreflective sheeting (or approved equal). The signs shall be capable of being mounted on poles or a ground mounted structure and shall be powered with 120 VAC direct service. The Contractor/Vendor shall supply a boxed tubular steel pole (or approved equal) that is engineered to support the sign's static weight and wind loads to 80 mph or per applicable standards, which ever is higher. The bid documents shall include engineering calculations completed by a registered structural engineer for the proposed signs, poles and foundations.

## II. TECHNICAL SPECIFICATIONS:

### 5.0 FIELD EQUIPMENT SPECIFICATIONS: (continued)

#### 5.4 Cabinet

The cabinet shall be manufactured using 100% extruded aluminum. The sign shall be capable of being operated in an ambient air temperature range of -20 F degrees to +160 degrees F. The sign cabinet shall be an all weather cabinet sealed to withstand all types of weather conditions. Each aluminum member of the sign panel shall be seamless with continuous welds in the corner and shall be 6063-T6, 5052-T3, or of 6061-T6 aluminum or approved equal. The cabinet shall have convection and fan cooling that is activated via temperature sensor to cool the cabinet in high heat conditions.

5.4.1 The front of the sign cabinet shall be covered by an impact resistant polycarbonate non-glare face with an ultra-violet inhibitor to protect the pixels from fading and to reduce yellowing of the sign face.

5.4.2 The face of the display shall be easily opened from the front, hinged from the top, and shall be assisted and held into position by gas springs or approved equal.

#### 5.5 Controller

5.5.1 A central controller (PC compatible computer) shall communicate directly to the CMS via remote communications; this communications shall be cellular, landline, radio frequency, or spread spectrum modems. The central software shall be a network compatible Windows 95 or Windows NT based program or approved equal and shall have 150 preprogrammed messages and 50 user defined messages. The software shall automatically center messages, create the largest character possible to fit on the display, and create different fonts with one keystroke. The software shall be capable of creating graphics and traffic safety symbols.

#### 5.6 Display

5.6.1 Each pixel shall utilize electromagnetically activated retroreflective flaps that are fluorescent yellow in the open position and black in the closed. The pixel shall have 160 degree viewing angle.

5.6.2 The sign shall have minimum 8" high characters per line up to 32" high. The sign shall be programmed using double or single stroke. Each pixel shall be a nominal 1" in height and length.

5.6.3 The display shall be capable of producing graphics. The display shall be capable of producing "inverse" black characters and/or symbols on an orange or yellow background.

5.6.4 The flap color shall be UV stable and warranted not to fade for a minimum of seven (7) years.

5.6.5 The pixels shall be impregnated with Teflon. The self-lubricating, Teflon impregnated bearing shall have a MTBF of 300 million cycle's (200,000 hours/21 years).

#### 5.6.6 Remote Communications

The Contractor/Vendor shall furnish and install telephone modems or approved equal and all ancillary equipment necessary to transmit a command message set to the sign from the City of Mesa Traffic Operations Center.

## II. TECHNICAL SPECIFICATIONS:

### 6.0 DEMONSTRATION VIDEO TAPE (DVT)

The Contractor/Vendor shall provide a high quality, 1/2 inch VHS format, Demonstration Video Tape (DVT) of approximately 10 minutes in length clearly showing the quality of the Sign text that will be seen at the completion of the project on a representative Sign. This DVT shall include 5 minutes of daytime viewing showing various messages. This tape shall be used again for comparison purposes during the performance tests. The Contractor/Vendor shall supply this VDT to the ENGINEER as part of the bid package.

### 7.0 SYSTEM INTEGRATION SPECIFICATIONS

The Contractor/Vendor shall be required to work directly with TRW to integrate the Field Equipment and TOC Equipment into a seamless, fully functional, Electronic Changeable Message Sign System. The final product shall be a complete, working system, ready for operation.

### 8.0 CHANGEABLE MESSAGE SIGN PERFORMANCE TEST

Upon the completion of the installation, the Contractor/Vendor shall conduct a system performance test in the presence of the ENGINEER to demonstrate the operation of the Changeable Message Sign and to verify compliance with the specified requirements and provisions of this contract. The Contractor / Vendor shall provide all test equipment required for the performance of the system test.

The Changeable Message Sign performance test shall be conducted after the following conditions are met:

Installation of all Changeable Message Sign equipment has been completed as specified.

All field equipment has been checked by the COUNTY and found to be in compliance with the specified requirements. All TOC equipment has been checked by the COUNTY and found to be in compliance with the specified requirements. Changeable Message Sign commands are being received at the sign location. The remote Sign control system is operating as specified.

#### 8.1 CHANGEABLE MESSAGE SIGN LOCATION TEST

The Changeable Message Sign location test shall be performed at all the field locations. The Sign location test shall include but not be limited to the following:

Local operation of all remote control functions while observing the display. This test shall be conducted to observe position operation, including preset messages, custom messages and alarm functions.  
Test installed Sign to verify proper operation.  
Verification of installation of specified cables and connectors.

#### 8.2 TRAFFIC OPERATIONS CENTER TEST

The TOC test shall include but not be limited to the following:

Testing command functions of Sign Control software.  
Inspection of cables and connectors.  
Operation of all remote control functions from the AZTech Work Station to verify proper operation of the sign.  
Display of Sign messages on the workstation.  
Display of Sign Alarms on the workstation.

## II. TECHNICAL SPECIFICATIONS:

### 8.0 CHANGEABLE MESSAGE SIGN PERFORMANCE TEST (continued)

#### 8.3 Nighttime Test

In addition to the tests performed above, the Contractor/Vendor shall perform a second performance test of Changeable Message Sign during the hours of darkness to verify proper operation of the LED's and flip disk reflectivity. This test shall be conducted at the remote sign locations in the presence of the ENGINEER and shall include but not be limited to the following:

Display the text and graphics and operate all remote functions while observing both the brightness and clarity at all sign locations.

Make a video recording (Demonstration videotape) of the Sign operation performed under the above item. The recorded videotape shall be returned to the ENGINEER immediately following the completion of the nighttime test.

#### 8.4 DVT Examination

The ENGINEER and COUNTY staff will review the DVT to determine if the comparison between the Contractor/Vendor's promised Changeable Message Sign performance and the actual Changeable Message Sign performance are acceptable. If the ENGINEER accepts the DVT image, the Contractor/Vendor shall proceed to the Extended Changeable Message Sign Test. If the ENGINEER does not accept the Changeable Message Sign performance as being reasonably close to the video demonstration previously promised by the Contractor/Vendor, adjustments shall be made by the Contractor/Vendor. After the adjustments are made the entire performance test shall be repeated.

#### 8.5 Extended Changeable Message Sign Test

Upon the successful completion of the Changeable Message Sign performance test, an extended Changeable Message Sign test shall be conducted as follows:

Changeable Message Sign shall be activated and left on continuously for 15 calendar days. During this period all material and components of Changeable Message Sign which are installed in this contract shall operate as specified. It shall be the responsibility of the Contractor/Vendor to ensure that the Changeable Message Signs and their components operate as specified. During the extended Changeable Message Sign test, the Contractor/Vendor shall repair or replace, at no additional cost to the COUNTY, any component supplied by the Contractor/Vendor that malfunctions or operates below the level specified.

If a major component of a Changeable Message Sign fails, the entire Extended Changeable Message Sign Test shall restart, after the Contractor/Vendor corrects the problem.

At the end of the extended test period, the ENGINEER shall verify that all the components of Changeable Message Signs and Communication media are operating in accordance with the specifications. Verification of compliance by the ENGINEER shall constitute successful completion of the extended system test.

### 9.0 CHANGEABLE MESSAGE SIGN DOCUMENTATION & TRAINING

The Contractor/Vendor shall prepare and furnish to the COUNTY three copies of comprehensive maintenance manuals for equipment installed for this project. The manuals shall be supplied in durable, loose-leaf, three ring binders of appropriate size. All volumes shall be titled and have pages numbered and indexed to allow easy and efficient removal and replacement.

## II. TECHNICAL SPECIFICATIONS:

### 9.0 CHANGEABLE MESSAGE SIGN DOCUMENTATION & TRAINING (continued)

The manuals shall be subject to approval of the COUNTY and shall be provided in the following formats.

#### 9.1 Maintenance Manual

The maintenance manual shall be prepared in two volumes for persons having responsibility for preventive maintenance, troubleshooting and repair of system components, and shall include as a minimum the following:

##### Volume I

A detailed description of the Changeable Message Sign system, including sign assemblies, communications equipment, and control software.

A complete description of the Changeable Message Sign operation.

Individual device operation (modems, controllers, LED's, etc.).

Trouble shooting procedures at system and device levels.

Preventive maintenance and system adjustment procedures.

"As built" drawings and diagrams as follows:

- A CMS system block diagram showing all components.
- Control signal path diagram.
- System connection diagram.
- Detailed connection diagrams.

An equipment source reference listing for all CMS devices including:

- Device manufacturer.
- Address.
- Customer Service telephone numbers.
- Nearest Authorized Service Center.
- Address.
- Telephone number.

##### Volume II

Manufacturer's operation and installation guides for all Changeable Message Sign devices

Manufacturer's service and repair guides for all Changeable Message Sign devices

#### 9.2 Training

The Contractor/Vendor shall provide two training sessions at the City of Mesa Traffic Operations Center.

The first training session shall be for maintenance and trouble shooting of the Changeable Message Sign equipment. This session shall be a minimum of (4) hours in length. This session is primarily intended for the City maintenance staffs.

The second training session shall be for the operation of Changeable Message Signs. This session shall be a minimum of (4) hours in length. This session is primarily intended for the TOC operations staff.



### III. SUPPORTIVE SPECIFICATIONS:

#### 1.0 BID COMPLIANCE:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of any bid.

#### 2.0 EXCEPTIONS TO SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or material to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Proposers shall offer the equipment or material which comes closest to meeting these specifications. Where deviations from the specifications contained herein are necessary, the proposer shall notate such deviations. Proposers shall state why, in their opinion, the equipment or materials they offer will render equivalent reliability, coverage and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire proposal.

#### 3.0 BASIS OF AWARD:

Award will be made to the lowest responsible/responsive, bidder meeting specifications.

#### 4.0 WARRANTY:

The Contractor/Vendor shall warrant all Material and Labor furnished as part of this proposal for twenty-four (24) months after final acceptance. Final acceptance is based on the testing and acceptance criteria outlined in section four.

#### 5.0 DELIVERY:

Delivery is required F.O.B. Destination. Successful bidder shall have all work completed and operational eight (8) weeks after notice to proceed is issued. The vendor shall take any and all reasonable actions to accelerate the schedule while complying with the project specifications.

#### 6.0 REFERENCES:

Vendors to submit, at least four (4) references for which substantial work similar to that specified in the Bid Document, has been performed. Please fill in the Completed and On-going Projects sheet.

#### 7.0 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

#### 8.0 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

### III. SUPPORTIVE SPECIFICATION:

#### 9.0 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

#### 10.0 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulting from the Contractor's acts, errors, mistakes or omissions relating to professional services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes or omissions related to professional services in the performance of this Contract including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

**For all other hazards, liabilities and exposures:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Contractor's work or services. Contractor's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the County.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### 11.0 SEVERABILITY:

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

#### 12.0 SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric code, and the National Fire Protection Association Standards.

### III. SUPPORTIVE SPECIFICATION:

#### 13.0 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

#### 14.0 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

#### 15.0 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

#### 16.0 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

#### 17.0 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Department of Transportation shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

#### 18.0 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

#### 19.0 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

#### 20.0 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

#### 21.0 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

### III. SUPPORTIVE SPECIFICATION:

#### 22.0 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

#### 23.0 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 24.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

#### 25.0 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

#### 26.0 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

#### 27.0 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

### III. SUPPORTIVE SPECIFICATION:

#### 28.0 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

#### 29.0 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

#### 30.0 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

#### 31.0 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

#### 32.0 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

#### 33.0 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

### III. SUPPORTIVE SPECIFICATION:

#### 34.0 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

**Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

#### 35.0 AMPLIFYING DATA:

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

#### 36.0 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

#### 37.0 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

#### 38.0 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

#### 39.0 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid.

#### 40.0 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

#### 41.0 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

### III. SUPPORTIVE SPECIFICATION:

#### 42.0 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

#### 43.0 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar items at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.

#### 44.0 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

#### 45.0 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

#### 46.0 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

#### 47.0 CONTRACT ASSIGNMENT:

Maricopa County reserves the unilateral right to assign this contract, including all rights and obligations herein, to any entity which undertakes the County's responsibility to operate in whole or in part the Maricopa Health System pursuant to Serial 95186-S.

**III. SUPPORTIVE SPECIFICATION:**

48.0 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

All administrative telephone inquiries shall be addressed to:

JIM HIGGINS, PROCUREMENT SPECIALIST - (602) 506-3314

All technical telephone inquiries shall be addressed to:

JIM DECKER, AZTECH ITS MODEL DEPLOYMENT INITIATIVE - (602) 340-8250

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

GW/mab



3M COMPANY 3M DYNAMIC MESSAGE SYSTEMS AMERICAN ELECTRONIC SIGN, N. 3808-3808 N.  
SULLIVAN RD. BLDG. #10 D, SPOKANE, WA, 99216 99206

IV. PRICING:

C970105/B0700008

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Unit price as proposed for **Electronic Changeable Message Signs**, location indicated in Appendix A:

1. City of Mesa

Cost per sign unit \$ 21,947.00

2. Cities of Chandler, Tempe, Phoenix,  
Glendale, Peoria, Scottsdale, and Towns of  
Gilbert and Paradise Valley.

Cost per sign unit \$ 21,947.00

Total Cost of four (4) CMS Signs \$ 87,786.00

Post warranty Maintenance (Annually) \$ 1,050.00

Additional Pricing (Itemized components)  
(Please attach additional sheet if needed)

<u>Warranty two yr. parts</u>	\$ <u>N/C</u>
<u>Warranty one yr. Labor (each)</u>	\$ <u>1,050.00</u>
<u>T 1 Remote cellular option</u>	\$ <u>1,450.00</u>
<u>Central control modem option</u>	\$ <u>420.00</u>
<u>T 1 Radar Option</u>	\$ <u>2,890.00</u>
<u>T 1 Default MSG option</u>	\$ <u>500.00</u>
<u>T 1 Spare module option</u>	\$ <u>850.00</u>
<u>T 1 Spare controller option</u>	\$ <u>888.00</u>
<u>Optional notebook P.C. (MFG/WARRANTY</u>	\$ <u>2,222.00</u>

NOTE: TRAFFIC CONTROL NOT PROVIDED

3M COMPANY 3M DYNAMIC MESSAGE SYSTEMS AMERICAN ELECTRONIC SIGN, N. 3808-3808 N.  
SULLIVAN RD. BLDG. #10 D, SPOKANE, WA, 99216 99206

8" Square steel pole structure, 15'0 from grade, footing (Per engineering), center or flag mount design, 80 MPH wind load, AC wiring from 5' of base to display, telephone wire form base to display.

\$ 4,288.00

8" STD pipe pole structure, 18'0 from grade, footing (Per engineering), right or left Catileaver design, 70 MPH AASHTO wind load, AC wiring from 5' of base to display, telephone wire form base to display.

\$ 11,500.00

Optional local control cabinet w/local-remote switch, includes RS-232 cable.

\$ 300.00

Training software and hardware per spec.

\$ 600.00

Optional installation supervision

(Factory) \$350.00/Day ± Air Fare \$250.00

\$ 600.00

Sign wind load certification (One time)

\$ 1,000.00

(City of Mesa)

(If required)

Permit 3% sign valuation (21,94 x .03)

\$ 658.41

.03/Sq. foot + (32)

\$ 9.60

Illumination fee

\$ 13.80

Permit tag

\$ 1.00

573.40

Terms:

Net 30

Vendor Number:

~~911407414~~ 410417775 F

Federal Tax ID Number:

~~91-1407414~~ 41-0417775

Telephone Number:

(509) 928-2296

Fax Number:

~~(509) 928-2868~~ 509/928-2968

Company Contact:

~~KEVIN HANSON~~ DAN SKITES

June 30, 2003.

Contract Period:

To cover the period ending ~~June 30, 2000.~~  
~~JUNE 30, 2001.~~  
~~JUNE 30, 2002.~~